

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") made as of the 1st day of April, 1994 by and between ASPIRA, INC. OF NEW JERSEY, a New Jersey Corporation (Hereinafter the "Company"), and Roberto Del Rios (Hereinafter the "Employee").

W I T N E S S E T H T H A T :

WHEREAS, the Company desires to hire Employee as its Executive Director, and Employee desires to serve as the Company's Executive Director, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements herein contained, the parties hereby agree as follows:

1.0 Agreement to Employ. - The company hereby agrees to employ Employee as its Executive Director, and Employee hereby agrees to serve the Company as its Executive Director, subject to the terms and conditions of this Agreement.

2.0 Term. - The term of this agreement shall commence on the date hereof and shall expire on unless sooner

terminated pursuant to the provisions of Section 6 or Section 7 hereof.

3.0 Duties. -

3.1 Employee shall serve as Executive Director of the Company and shall exercise such powers and perform such duties, not inconsistent with his/her position, as shall be assigned to him/her from time to time by the Company's Board of Directors, including, but not limited to, program planning and development, fund raising activities, proposal development, hiring, training and supervising the Company's personnel, preparing budgets and overseeing the daily operation of the Company's facilities in The State of New Jersey. In the performance of his/her duties as Executive Director, Employee shall be given necessary and appropriate assistance by the Board of Directors.

3.2 During the term of employment, Employee shall devote all of his/her business time, attention, expertise and efforts to the business and affairs of the Company.

3.3 Employee shall perform the duties of the Executive Director to the best of his/her ability, under the direction and control of its Board of Directors and/or its authorized agents.

4.0 COMPENSATION. -

4.1 Salary. - For all service rendered by Employee pursuant to this agreement, the Company shall pay to Employee the following salary: for the first twelve months of this agreement, an annual base salary of \$46,500. All salary shall be payable in bi-weekly installments, or at such other frequency as shall be consistent with the company's practices with other administrative or executive employees. Payment of salary shall be subject to normal employee deductions and withholding.

4.2 BONUS. - In further consideration for Employee's services rendered pursuant to this agreement, the Company may, but shall have no obligation to, pay Employee such additional performance bonus payments at such times and in such amounts as the Company's Board of Directors may direct. Employee's performance will be evaluated on the basis of a work-plan which Employee shall prepare in conjunction with the Company's Board of Directors, and which the Board of Directors must approve. Employee will be evaluated by the Board of Directors twice a year, at mid-year and at year-end, and bonus payments, if any, will be based on the year-end evaluation contingent upon availability of funds. Such payments, if any, shall be subject to normal employee deductions and withholding.

4.3 RETIREMENT BENEFITS. - The Company shall enter into an annuity program which meets the requirements of section 403 (b) of the Internal Revenue Code of 1954, as amended, governing Employee and under which the Employee's contributions to the annuity program will be matched by the Company, up to 3% of the Employee's compensation.

4.4 FRINGE BENEFITS. - Employee shall be entitled to participate in all fringe benefit programs of the Company in same manner and on the same basis as the other executive employees of the company.

4.5 EDUCATIONAL AND PROFESSIONAL DEVELOPMENT STIPEND. - During the first two years of this Agreement the Company shall pay, or reimburse Employee for, the cost (including registration fees, travel and room and board expense) of educational and professional development courses or seminars taken or attended by Employee. The choice of courses or seminars, and the number of courses and seminars, shall be the sole discretion of the Employee, in consultation with the Chairperson of the Board of Directors.

5.0 Vacations. - Employee shall be entitled to one week of paid vacation for each full calendar quarter during the term of his/her employment, such paid vacation to be taken at such time or times as shall be mutually convenient to Employee and the Company. Employee shall be entitled to accumulate up to, but not exceeding, five weeks of paid vacation at any one time.

6.0 Termination of Employment. -

6.1 Termination of Cause. - Notwithstanding the provisions of section 1.0, Employee's employment may be terminated by the Company for cause upon 30 days prior written notice to Employee. Such notice shall be (i) hand-delivered to Employee or (ii) mailed by certified mail, return receipt request, to Employee's last known address, and shall specify the reasons for such termination. Termination "for cause" includes, but is not limited to, incompetence or neglect of duties over a significant period of time; dishonesty in the performance of duties; disloyalty to the Company; conviction for acts of moral turpitude, or a material breach of any provision of the Agreement. In the event of termination for cause, the Company shall pay the Employee the salary that he otherwise would have received up through the date of termination only; provided, however, that the Company shall have the right at any time to pay Employee his/her full salary for the notice period and to

terminate Employee's employment without prior notice immediately upon such payment of his/her salary.

6.0 Termination Upon Death. - Employee's employment hereunder shall be terminated upon Employee's death, without any obligation to make any further payments hereunder other than salary payments payable through the date of termination.

6.3 Termination Upon Disability. - If Employee becomes so disabled as to be unable to continue to perform his/her duties under this Agreement, the Company shall pay to Employee his/her salary at his/her then current rate for the first 90 consecutive days of the period of disability, reduced by any amounts received by Employee from the State of New Jersey during the same period on account of the disability. After a period of disability of 90 days, the Company may at its option terminate Employee's employment and shall thereupon have no further obligation to pay compensation to Employee.

6.4 Resignation. - Notwithstanding the provisions of Section 1.0, Employee may terminate his/her employment at any time during the term of this Agreement without the Company's consent, upon 90 days prior written notice to the Company. In that case, Employee shall not be entitled to

any additional compensation or bonuses for the time after which he/she ceases to be employed by the Company.

7.0 Non-Renewal of Contractual Agreement - Renewal of said employment contract is at the option of the Company. At employee year-end evaluation, the Company will advise Employee of its intent to renewal/or not renew employment contract. Employee will advise the Company, within thirty (30) days of year-end evaluation, of his/her intent to continue employment with the Company.

8.0 Severability. - If any provision of this Agreement is deemed invalid in any respect under applicable law, the provision shall, if possible, be enforced to the extent reasonable under the circumstances. To the extent that the provision or any part of the provision remains unenforceable, it shall be deemed not to constitute part of the Agreement. In any case, the remaining provisions of the Agreement shall not be affected, and shall remain valid and be enforced to the full extent allowed by law.

9.0 Governing Law. - This Agreement shall be governed and interpreted in all respects in accordance with the laws of the State of New Jersey.

10.0 Amendment. - The provisions of this Agreement can be modified or amended only by a writing signed by both Employee and the Company.

11.0 Acknowledgment by Employee. - Employee represents and acknowledges that he/she has carefully reviewed all of the terms and obligations contained in this Agreement, and that he/she understands fully the nature of such terms and obligations.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASPIRA, INC. OF NEW JERSEY

By: _____